



# Illustrated



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## OLD SALT KOSABONE

For back related on my mother's side, Old Salt Kosabone, I tell you how he died. (The last of afternoons, the evening hours, for many a year his regular custom, Gengines, indeed through half the day, watching the coming going of the vessels he mutters to himself—and now the close of one struggling outbound brig, one day bailed for long—cross tides and much wrong. At last at nightfall strikes the breeze aright, her whole luck revering. And then the cap, the darkness proudly entering, cleaving, as he watches "she's free—she's on her destination!"—these the words when Jenny came, he sat there Dutch Kosabone, Old Salt, related on my mother's side, too. —Walt Whitman.

## NELL, OF CANYON GRANDE.

BY JOHN BRETON TROTTER, AUTHOR OF "DILL" AND OTHER STORIES

(Written for The Oregonian)

"Jim, listen!" Well might. Down the great abyss through the still night air quivered a warning cry that thrill'd in echoes from cliff to ledge, from cliff to cliff, along the mighty walls of Canyon Grande. A grisly bit of ground it, just there where the towering bluffs had reared for a space of and a little place with here and there a bit of scrub, and, in warm corners, yucca. A giant pine that dug down with its roots, clutching the earth in its titanic grasp, by the river bed, reached upward, straight as an arrow for one—two—nearly three hundred feet in air, and yet there such trees placed end to end would not have reached the tattered edges of those massive walls of rock, serrated like the jaws of some huge trap and marked, where the sunlight fell, in great bands of variegated color that betrayed the secrets of their ages in their broad strata. A pick and shovel lay under the tree, hung down carelessly upon the sword. A tent with two curtains atware, it, somewhat patched and threadbare, was also pitched near with the fly flung back, exposing the interior also showing a low couch, various articles of clothing, a radio, and a tan pipe whose bright bottom glistered with a blaze of light like a great white star as it reflected the camp fire that burned below.

It was the outfit of Jim Milliken, hunter and living on the grass beneath the tree, just within the outer edge of the circle of light lay his chief possessions. Nell black eyed and sunburned, of any age between 12 and 15 Jim, junior, perhaps a year younger, possibly two, and a monkey. Jim, senior had gone "down to the town," at the mid evening camp of a dozen or so others, and was called twenty miles below, with the other donkeys, when they were keeping camp. It was a touch of a home to eastern eyes, unless and eyes came from as far east as Arabia. Yet Nell Milliken had never had a better, and not always as good a one. Why, what more could she wish for? Didn't she have Jim? and "Big Jim?" and all outdoors for her front yard, so much of it that it had to be stacked up on end? What other girl could throw herself down in front of her door and walk up to such a crown of beauty as that before her? And at noon, when the strong men congealed than the ones at her very feet, with his saddle and bar for washing dishes—and was such a scoundrel—and so clear and pure for coffee boiling, or so mirror like when she wished to draw her hair.

But all the same Nell shivered with some thing that was not due to the chill night air that evening when that lone drawn cry again and again came wailing weirdly down the Canyon Grande.

What was it? Jim?

Jim was a strap on the pack saddle, given way the day before, and he was replacing it with a plated cord woven from fibers from a yucca. Burro the donkey had breakfasted off that yucca, but even his sturdy teeth had only stripped the green pulp from the stringy leaves and left the rest in streams, and these James was plating, but as Nell spoke he dropped his work with startled suddenness. Dunn, Dunn, Nell! he said soberly after listening in vain for a repetition of the cry I wish dad was here. It raps! it was a horn or toot. See Dunn!

The little donkey hadprung to his feet and sans ears crept gaily and fleetly out into the darkness that masked the head of the black gorge beyond the light. His hair seemed to stand on end, and now and then he gave a little snort and trembled.

Somewhat out there, anyway Nell has had a chunk on the fire. And surting the action to the word he heaped on a lot of and a ton of dry driftwood, and laid down on life tinder in a brilliant blaze sending up smoke and down the ledges like lightning. Further out in the darkness at the point toward which Burro's ears were pointing as steadfastly two pale spots of light glowed through the blackness for a breath and vanished. Over all, high in the heavens a great star shone calm and serene, sending its rays down through night and shadow even to the very bottom of the dark chasm in the Canyon Grande.

Jim spied he must, when they were set about his and was hasted on the donkey. It was his night to carry up than it is to earn so it's born so it's for carrying, you that? It was daylight they got her. Enduring as they were, there was very little left among them nevertheless, and Jim had faintly more than once. But he was home at last and as Nell kept back her tears bravely after that first long burrage of her face upon his breast, he said, "I'm not a man, but I'm a boy." And then he must have been a boy, as which he said, "It's all right, my girl, say I tell you all about it." Then you and I chissed it myself! They were strong all night, and the fir they had to climb up and starred the fir! They had to climb up and starred the fir! How quickly the stars had raised a laugh from a group just sitting down in the saloon.

Say loves hold up I know that voice, 'Thunders! Nose' you don't mean to say it's your brother!

And another laugh went around at which Nell bowed and her low drawn had fingered her revolver ready.

No! it'll all be over when I get to town and I'll be a man again, I'll be a man again, but the burro after he got home found the end that it wasn't but in honest in who who went up in it from curiosity and I tamely went up a short

"Hi boys, big Jim's gone under!" The short startled the whole camp and a blue pay gave an answering scream and it was shrieking across the water-worn rocks among the pines. In ten seconds there was a crowd around the donkey.

The grizzly came, hunkered to the canvas saddle and said briefly,

Look!

That was Jim's donkey, fast enough. And what was the? On the pack saddle—blood! On the canvas bags—blood! Not scattered in spots but in regular strokes that had shape and method and from which they slowly spewed out.

At FOURMILEKANTUN HELP

J. M.

Twenty minutes later a little band of men were starting off at a brisk tramp for "Four Mile Canyon," leading the still more tired donkey laden with food and blankets.

he, and at the head of the party was the burly master, Langhorne. "What's got in, Bill?" asked one as they tramped along "Road agents, I've think."

"Now more like he's tumbled over a chunk of rock an' broke his locomotives Road agents would ha' known better a bore a hole through the burro 'n Jim too, an' his hand's solid still!" Then Bill himself stumbled over a chunk of rock and used strong language as he sawed his hand off and hopped along for a space on one foot.

It was a long day's hard work, and the last of afternoon, the evening hours, for many a year his regular custom.

Glengines, indeed through half the day, watching the coming going of the vessels he mutters to himself—and now the close of

one struggling outbound brig, one day bailed

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## A SUBTLE CASE.

U. S. CIRCUIT COURT

Wednesday, February 28, 1888.

T. H. Hall, Charles H. W. P. H. George Weaver administrator No. 1941—Action on bond to recover money.

(1) SUIT OF GUARANTOR.—A person who enters into a contract for the payment of money advanced to the principal of the obligee therefor is a surety in common acceptance, a surety for another. The rules, however, of the common law as to sureties are not strictly applied to guarantors, but the law makes a clear distinction between a surety in the first instance answerable for the debt for which he makes himself responsible, and his contract are often specific, and the surety is only liable when he is made by the party to whom he is guaranteeing, and his agreement is a simple contract.

Now the understanding of Weaver, within all these definitions and distinctions, is that he became absolutely bound in the same writing and on the same consideration with his principal, Owens, to pay the plaintiffs whatever sum of money they might advance to him, and that he might incur liability to the surety in so far as he did not do exactly what Owens did, and whatever was done by the bond as to him was done to Weaver. His understanding was an original one, point and several with time, and in so much as he turned into the deep gorge once the donkey's sagging foot slipped upon a loose stone, and the iron shot foot clinged with a ringing sound upon the rock beneath and the sound echoed along the canyon. A minute passed, then like an answering echo came a swift series of reverberations rolling in sharp report that interferred, and crooked, the canyon from side to side, and exploded, and separated again, and suddenly exist in such explosions from time to time as though there were them in an unbalanced boulder, jarred from its bed, dropped an inert mass, like a huge pumice not falling from the narrow streak of starry sky and crashed to fragments on the ledge before them, making the rocks tremble. The sound rushed out in their very faces with a gassy roar and swept around them like a cloud and at last boomed away, moaning, and moaning, fainter yet fainter, like a reel.

Reckless, as they were, they had to lay by day their lives in their hands. They had found a lair, a den, a thousand times, but the unknown, the broad mystery which they could not even measure nor understand, erupted from its den in darkness and flung it around their hearts until each shivvered to his bone and crept the closer to his fellow.

"Go easy, boys," Bill Langhorne said at length. "Pears like an echo," used to bring a ledge down on us, and one more steadily on the trail, lighted, high up the canyon, the torches of the men from the world. A sound began to travel along the great whispering gallery toward them.

The defendant now moves forward, and will be necessary to a proper understanding of the matter to make a little statement of the case.

It is alleged in the complaint that on January 1, 1888, the plaintiffs, citizens of the state of Illinois, and doing business in Chicago, united the firm name of W. P. H. George Weaver, a citizen of Oregon, as administrator of Hans Weaver, deceased, to recover the sum of \$16,000, with interest from date as far as money therefore advanced to him, and on the security of the bond of and sum of \$1000.

On the trial it was admitted that since the commencement of the action the plaintiffs had received from parties to whom they were entitled, and the just and proper amount, the sum of \$1000, for which sum, with interest and disbursements, the plaintiffs had judgment.

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